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6CF14A3J (3/1/19)

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

CIVIL ACTION NO: JP17-19-004541

TODDS MOBILE COURT VS HARRY HOPKINS

ORDER ON TRIAL DE NOVO

The Court has entered a judgment or order in the following form:

PROCEDURAL POSTURE

Todd's Mobile Court is the landlord for a rental unit known as 9367 Autumn Avenue, Seaford, Delaware. Harry Hopkins is the tenant. The landlord filed a summary possession action on July 26, 2019. After a trial before a single judge on August 12, 2019, the Court entered a money judgment for the landlord and also granted the landlord possession of the rental unit. The tenant filed a timely appeal on August 16, 2019. A trial de novo was held on August 26, 2019. This is the Court's decision following that trial.

FACTS

The parties have a written lease agreement. The monthly rent is \$300.00. On July 8, 2019, the landlord gave the tenant a "seven-day" notice demanding payment of the \$300.00 rent, \$2.50 relocation fee and \$15.00 late fee. On July 15, 2019, the tenant tendered a check for \$130.00 with a promise to pay the balance by July 19, 2019. This check has not been cashed. When the balance was not paid by July 26, 2019, the landlord filed this summary possession action. The tenant testified that he offered to pay the balance due after July 26th but that the landlord would not accept the payment. No additional rent has been paid.

DISCUSSION

The July 8, 2019 notice complies with the requirements of 25 *Del. C.* § 7010A(b)(3). The tenant argues that he had a new agreement with the landlord based on the \$130.00 check tendered on July 15th and the promise to pay the balance by July 19th. But, even if there was a new agreement, the tenant did not live up to its terms. Since the rent was not paid within seven days of the July 8th notice and was not even paid by July 26th, seven days after the tenant promised to pay the balance, the landlord had the right to terminate the lease and file this summary possession action. The tenant owes \$300.00 rent for the month of July and \$280.00 rent for August through the date of the judgment. The tenant also owes late fees of \$15.00 for both July and August. The landlord is entitled to possession of the rental unit.

ORDER

Based on the above, a judgment in the sum of \$610.00 plus \$45.00 court costs is granted to Todd's

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Mobile Court and against Harry Hopkins. Possession is granted to the Plaintiff-landlord. Rent continues to accrue at the rate of \$10.00 per day until the landlord obtains actual possession of the rental unit. Post judgment interest accrues at the current legal rate of 7.75% per year.

IT IS SO ORDERED 28th day of August, 2019

/S/ Richard Comly



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).

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